

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 2**

-----X
(b) (6), (b) (7)(C)

Petitioner,

-and-

CHARTER COMMUNICATIONS, INC.,

Case No. 02-RD-220036

Employer,

-and-

LOCAL UNION NO. 3, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS,

Involved Party Union.
-----X

**LOCAL UNION NO. 3, IBEW
OBJECTIONS TO CONDUCT AFFECTING THE RESULTS OF THE ELECTION**

Pursuant to Section 102.69 of the Rules and Regulations of the National Labor Relations Board, Local Union No. 3, International Brotherhood of Electrical Workers ("Local 3") hereby files the following objections to the conduct of the election and to conduct affecting the results of the election held on February 25, 2019, in the above-captioned case, as follows:

1. Charter Communications, Inc. ("Charter"), by its agents and/or representatives, made promises and/or implied promises of benefits to employees during captive audience meetings in order to persuade them to vote to decertify Local 3.

2. Charter, by its agents and/or representatives, advised employees during captive audience meetings that employees would receive raises and/or increased access to benefits and/or programs in order to persuade them to vote to decertify Local 3.

3. Charter, by its agents and/or representatives, made threats and/or implied threats to employees during captive audience meetings in order to discourage them from voting to continue to be represented by Local 3, including, but not limited to, fines, penalties, and violence.

4. Charter, by its agents and/or representatives, advised employees during captive audience meetings that continued unionization was futile in order to persuade them to vote to decertify Local 3.

5. Charter, by its agents and/or representatives, incorrectly advised employees during captive audience meetings that the votes of striking employees would not count and/or misrepresented eligibility rules contained in the Notice of Election in order to persuade replacement employees to vote and/or discourage strikers from voting.

6. Charter, by its agents and/or representatives, provided an inaccurate *Excelsior* (employee eligibility) list by failing to include a list of involuntarily separations, which is the subject of a pending unfair labor practice charges (02-CA-223159 and 02-CA-220539) wherein Local 3 alleged, *inter alia*, that Charter unlawfully terminated employees for engaging in activity protected by the Act.

7. Charter, by its agents and/or representatives, provided an untimely *Excelsior* (employee eligibility) list after ballots had already been mailed by failing to include all employees it had deemed to have resigned, which is the subject of a pending unfair labor practice charge (02-CA-220539) wherein Local 3 alleged that Charter, by its officers, agents and representatives, has discriminated against employees striking members and former striking members of Local 3 (i) by refusing to reinstate striking employees to their former positions upon unconditional offer to return to work, (ii) by refusing to allow striking employees to remain subject to recall for the same or substantially equivalent employment and/or their former positions, upon unconditional offer to

return to work, (iii) by failing and refusing to inform striking employees of their recall status and/or positions upon their unconditional offer to return to work, (iv) by coercing such employees in exercising their rights to recall upon their unconditional offer to return to work, and by misrepresenting the recall rights of such employees, and (v) by terminating striking employees and/or notifying them and claiming that they have resigned their employment, for seeking reinstatement to their former positions upon their unconditional offer to return to work.

8. Charter, by its agents and/or representatives, encouraged, facilitated, and/or coordinated voting by persons not eligible to vote in the election.

9. Charter, by its agents and/or representatives, impeded, discouraged, or prevented eligible employees from voting in the election by terminating and/or deeming employees to have resigned after employees declined offers of reinstatement to non-equivalent positions.

10. By these and other acts, Charter, by its agents and/or representatives, interfered with the rights of employees to engage in protected activities, to organize and support Local 3, and thereby destroyed the laboratory conditions necessary for the conduct of the election.

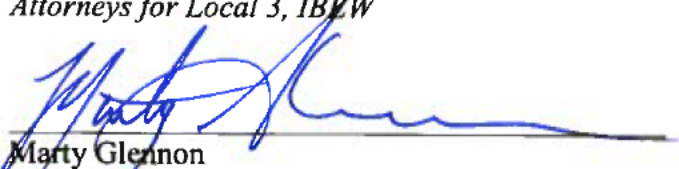
WHEREFORE, for the foregoing reasons, Local 3 requests that the election be set aside and a new election ordered.

Dated: Melville, New York
March 5, 2019

Respectfully submitted,

ARCHER, BYINGTON, GLENNON & LEVINE LLP
Attorneys for Local 3, IBZW

By:



Marty Glennon
One Huntington Quadrangle, Suite 4C10
P.O. Box 9064
Melville, New York 11747-9064
631-249-6565

OFFER OF PROOF

1. Witness Name:

(b) (6), (b) (7)(C)

Summary of Testimony: The witness will produce an audio recording of a captive audience meeting conducted by the Employer, Charter Communications, Inc. its agents and/or representatives (collectively the "Employer"), recorded on January 11, 2019 during which the Employer can be heard: (i) making promises and/or implied promises of benefits to employees for voting to decertify Local 3; and/or (ii) advising employees that they would receive raises and/or increased access to benefits and/or programs should employees vote to decertify Local 3; and/or (iii) making threats and/or implied threats to employees for voting to continue to be represented by Local 3, including, but not limited to, being fined, subject to penalties and violence; and/or (iv) advising employees that continued unionization was futile; and/or (v) misrepresenting the eligibility rules as set forth by the Notice of Election by advising employees that the votes of striking employees would not count. The following Employer representatives are identified as present at the recorded captive audience meeting on January 11, 2019: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)